

County of Sullivan, NH

**Type of meeting:** Board of Commissioners, Executive Session Meeting Minutes  
**Date/Time:** Tuesday, November 15, 2011 – 4:57 PM  
**Place:** Unity, NH – Sullivan County Health Care Facility, 1<sup>st</sup> Floor Frank Smith Living Room, Claremont NH 03743

**Attendees:** Commissioners Bennie Nelson – *Chair*, Jeffrey Barrette – *Vice Chair*, and John M. Callum Jr. – *Clerk*; Greg Chanis – *County Administrator*; John Cressy – *Facilities & Operations Director*; Ted Purdy – *Sullivan County Health Care Administrator*; and Sharon Callum – *Administrative Assistant*

**Agenda Item No. 8. Probable Executive Session Per RSA 91-A:3.II.d. – Discussion Regarding County Building Lease**

**4:57 Motion:** to go into Executive Session per RSA 91-A:3.II.d. to discuss a possible County building lease. **Made by:** Barrette. **Seconded by:** Callum Jr. **Roll call:** all in favor. Those in executive session included: Commissioners, County Administrator, Ted Purdy, John Cressy and Ms. Callum.

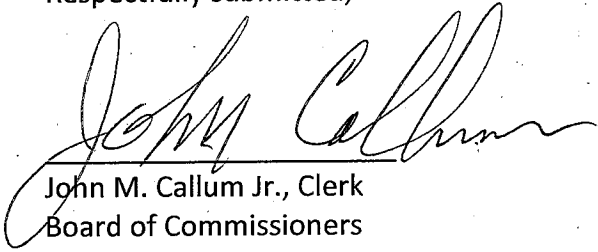
Mr. Chanis distributed copies of two proposals [Appendix A & B], and noted only two companies fit the bill for Construction Management Services: United Construction of Newport and Blanc & Bailey Construction Inc of Charlestown NH; they contacted both; he was able to meet with one vendor, while Mr. Cressy and Mr. Haight met with both vendors; both vendors walked through the Sanders Building; Chanis, Cressy and Haight viewed each proposal; there are minor differences:

1. Blanc & Bailey has an 8% construction management cost vs. 7% offered by United,
2. Blanc & Bailey's proposal included a maximum preconstruction service work estimate of \$6,000 – this is the amount the County would owe if the project did not go forward, or, if the project went forward, the amount would be credited towards the final invoice; whereas, United did not specify the fee,
3. Blanc & Bailey's proposal notes no retainage fee –meaning, when Blanc & Bailey subcontract, they would retain the subcontractor's fee. Mr. Chanis is not comfortable with this method and would rather have the County retain the money.

Chanis and Cressy recommend accepting the proposal from United Construction at 1% less. Chanis noted, he recently spoke to Ms. Griffin of West Central Behavioral Health who indicated they are still looking at alternative spaces and may have another spot in Claremont. Comm. Barrette would like Chanis to attain information from United regarding the maximum preconstruction fee. Chanis confirmed he could attain this information and update the Board via e-mail.

**5:06 Motion:** to come out of Executive Session. **Made by:** Barrette. **Seconded by:** Callum Jr. **Voice vote:** all in favor.

Respectfully submitted,



John M. Callum Jr., Clerk  
Board of Commissioners

Date minutes approved and kept sealed until matter resolved: December 6, 2011

Minutes released 3/6/12 SC



14 November 2011

Greg Chanis, County Administrator  
Sullivan County, NH  
14 Main St.  
Newport, NH 03773

**RE: Office Renovations – Sullivan County Complex Renovations**

Dear Mr. Chanis,

United Construction Corp. is pleased to submit this letter of interest for Construction Management Services for the Sullivan County Complex Renovations as detailed in documents from Robert Haight, Architect, dated November 8, 2011.

We would like to address the seven items identified in the Construction Manager Selection Criteria.

**01 – Availability**

United Construction is available with all the necessary staff to complete this job by early spring.

**02 – Construction Management Fee Proposal**

We propose a cost plus contract with a 7% fee. The fee is calculated as a percentage of the total job cost including general conditions and any labor/materials that we provide with our own forces.

**03 – General Conditions**

For this project we foresee very few general conditions. We anticipate the project will take 4 to 5 months. The following is a list of the anticipated general conditions for this project:

- Project Manager – 20 hrs/week
- Disposal
- Portable Lavatories
- Prints/Copies
- Permits

**04 – In-House Estimating & Sub-Trade Bidding**

United Construction has long, established relationships with numerous building sub-trades within the commercial building arena. Based on our past experience, and relationships with sub-contractors, we're able to provide detailed probable costs for projects of this nature before the phases of work are bid to numerous contractors.



# UNITED CONSTRUCTION

**CIVIL-SITE**

**DESIGN-BUILD**

**REAL ESTATE**

## 05 – Self Performed Work

Our intent is to sub-contract the major components of this project (mechanical, electrical, fire protection, drywall, painting, flooring, and other specialty trades). We foresee 5% to 10% of the project including ancillary items that our forces could perform in order to more efficiently keep the project moving forward (demolition, framing, finish carpentry, sidewalk repairs, etc).

## 06 – References – Local Projects

United Construction has performed numerous commercial building projects in the area including two notable projects involving renovation of existing structures along with new construction components.

- **Lambert Auto** – Claremont, NH  
\$770,000 renovation and new construction project.  
Project included heavy renovation of existing facility, construction of new showroom and service bays, all while keeping the business open during normal business hours.
- **Summercrest Assisted Living** – Newport, NH  
\$1,500,000 renovation and construction project for the Seasons Addition.  
Project involved close coordination with adjacent health care facility and assisted living facility.

## 07 – Major Sub-Contractors

We'll solicit bids from all the major sub-contractors who currently service the existing building. In addition we'll actively seek bids from our list of sub-contractors including:

- Economy Plumbing & Heating
- Carter Sprinkler
- Adam S. Wood Electrician
- Alarmco
- House of Windsor (Drywall and Paint)

We typically seek at least 3 bids for each piece in the scope of work.

## Additional Information

- It is our understanding that the project must be completed for occupancy May 1, 2012. While the schedule is tight it won't be difficult to maintain if mechanical sub-contractors can be selected quickly in order to allow them sufficient time for design and material deliveries.
- We understand that this project will need a detailed estimate quickly in order for the County to finish lease negotiations with the future tenant. With a signed letter of intent we would be able to develop preliminary price estimates within 3 to 4 weeks. The estimates would be of sufficient detail to allow for final lease negotiations.



# UNITED CONSTRUCTION

**CIVIL-SITE**

**DESIGN-BUILD**

**REAL ESTATE**

- Our Commercial Real Estate division (Corvus Group) works on commercial office space leases on a regular basis. This in-house experience helps us better understand the need for accurate estimates that offer sufficient detail to allow for separation of tenant improvement costs vs core building space improvements. We can certainly offer additional real estate services with regard to the lease negotiations if necessary.

Thank you for allowing us to submit our letter of interest for this project. Please do not hesitate to call with questions.

Best regards,

Todd Fratzel, P.E.  
Principal Engineer



November 11, 2011

Robert D. Haight, Architect  
Windsor, VT 05089

**RE: Sullivan County Commissioners-Office Renovation**  
**Unity, NH**

Dear Bob:

We herby propose to perform Construction Management of all trades and scopes listed below for the renovation at the Sullivan County Complex in Unity, NH. The project includes renovations to the 8,275 Sq.' Office fit-up per plans dated 11/8/2011. Management services will include final construction planning including preliminary cost estimates, Subcontractor bidding, scheduling, cost management, contract administration and safety management. Sullivan County Commissioners, as Owner will be included in all decisions with respect to the scope of work, subcontractors, materials selection and associated costs. As the Construction Manager we will coordinate all project related meetings, identify design concerns, poor workmanship practices and questionable materials and products that may not be in the best interest of the County and implement required changes, coordinate inspections and testing and any other project related items that may come before us, BBCI is available to begin working on the project immediately. CM contract to include the following:

**Preconstruction Services scope to include but not limited to:**

- Review floor plans with design team and tenant
- Review the existing building infrastructure with the design team
- Meet with Owner periodically to review finish options, estimated cost and possible schedule for completing work
- Solicit proposals for each trade, review proposal for completeness, check references, present a complete package to the Owner for review
- Identify other associated project costs that may need to be budgeted
- Solicit proposals for completeness
- Check for other possible work that may be required.

**Estimated Cost**

Project specifications, bid solicitation, meeting with Owner, subcontractors and suppliers to review specs and finishes	<b>\$4,500.00</b>
Administrative support and supplies	<b>\$1,500.00</b>
GMP (Guaranteed Maximum Price)	<b>\$6,000.00</b>

**Construction Management (CM) costs and fees.** All construction costs for the outlined scope of work, and any other additional work requested by Owner, will be billed and tracked based on the actual costs requisitioned to Blanc & Bailey Construction, Inc. An 8% Construction Management fee will be billed to the Owner monthly for the construction management services. Work duration is estimated at a maximum time of 4 months. The outlined stipulated costs are guaranteed maximums, unless the scope of work changes. In the situation the scope of work changes, a Change Order will be executed outlining the impact of changes with respect to the associated cost and time. Other costs associated with the construction management services are specified below and will be billed to the Owner monthly.

**Construction Management Costs (CM):**

**Direct Costs:**

Management Fee: 8 % of total construction costs

All project administration is included in management fees

On-site Project Superintendant (640 hrs.): \$32,000.00

Note: Project Superintendant would be on site full time with 50% of his time billed as management time and the other 50% hands on self performing task. i.e. cleanup cut & patch  
(Project lead people & Field Carpenters will be billed at \$45.00/hr)

**Indirect Costs:**

Engineering: \$1,000.00

Testing: \$1,000.00

**Not Included:** Office equipment setup  
Moving of Furnishings  
Construction Bonds

**Notes:**

Temporary power supplied by Owner

New Exterior Signage is the responsibility of Owner

**RFP responses to clarifications requested not addressed above:**

3. General Condition scopes of work will be related to construction scopes of work for items such as, dumpsters, temporary facilities, heavy equipment, project signage, clean up and cut & patch work.

4. BBCI performs all estimating in house and will as part of our agreement once scopes of work can be clearly defined

5. BBCI will solicit three bids when ever possible for all scopes of work. Self performed work is generally scopes identified that need to happen quickly to keep the project moving, scopes BBCI can perform for less than the low bid received. Self performed work is generally less than 25% of the total project.

6. References are attached on our qualification statement. On a monthly basis, during our weekly project meetings, requisitions are reviewed against a project tracking spread sheet, change order logs and outstanding submittals. We would be happy to explain our project administration tools during a follow up interview

7. Major subcontractors to be solicited for bidding. BBCI makes every effort to hire local subcontractors and suppliers when ever possible. Partial list of suppliers and subcontractors:

Lavalley Building Supply  
GPS Plumbing  
Capital Alarm  
Tri-State Acoustical  
Lake Sunapee Plumbing  
Bergeron Mechanical  
A & P Electric  
Lumber Barn

Judd Electric  
McNeil Sheet Metal  
Sunapee Flooring  
Newport Plumbing & Heating  
Economy  
Claremont Glassworks  
Peabody Electric

Upon completion of the preconstruction services provided by Blanc & Bailey, a credit of 100% of the total of pre-construction costs will be issued to the Owners.

Requisitions will be submitted monthly for work completed during the prior month. Additional charges will be incurred for any and all tipping fees for disposal of materials. A finance charge of 1 1/2% per month (18% APR) will be charged on all past due accounts not paid within 10 days. Payments due and unpaid after 30 days will constitute all work to stop until payment is received. In the event of default of payment as outlined, the Owner will pay all costs and expenses of collection including reasonable attorneys' fees if the balance is referred to an attorney for collection. The Contractor will exercise its rights under the Mechanics Lien law if necessary.

There will be no retainage required for this project. Payments shall be made within 10 days of the Construction Manager receiving payments. The final 10% of subcontractor contracts will be held by the Construction Manager until work has been thoroughly inspected, tested and approved by the Owner.

Construction Manager agrees to provide a one-(1) year warranty on the construction of the renovations and related work. Under the warranty, Construction Manager agrees that any proven defects in materials and workmanship will be repaired or replaced, at the Owner's option, without charge for materials or labor. The Owner shall provide Construction Manager with written notice of any claim under the warranty and allow reasonable time for replacement or repair. Any and all necessary repairs under the warranty will be performed within a reasonable period of time in a workmanlike manner by Sugar River Bank, the General Contractor, the Construction Manager or its Subcontractors. The warranty does not apply to any damage caused by normal wear and tear, whether interior or exterior. The warranty is void if the customer does not make final payment per specifications indicated above.

All owner supplied fixtures and equipment will be installed on a Time and Materials basis. All owner supplied fixtures will not be warranted by BBCI or subcontractors. Repair or replacement required of the fixture will be billed on a Time and Materials basis.

Any alteration or deviation from the original specifications involving extra costs, will be performed at your request, and will become an extra charge over and above the estimate. Owner to carry fire and other necessary insurance upon above work. Owner will list Sugar River Bank, the General Contractor or the Construction Manager as additional insured on their insurance policy. Workmen's Compensation and Public Liability Insurance will be taken out by Blanc & Bailey Construction, Inc.

If you have any questions or concerns, please contact me.

Sincerely,

Mathew E. Blanc  
President/Owner

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This proposal may be withdrawn by us if not accepted within 30 days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In the event I cannot make the payment(s) as outlined above, I agree to pay carrying charges of 1 1/2% per month. I further agree that in the event of default of payment as outlined above, I will pay all costs and expenses of collection including reasonable attorneys' fees if the balance is referred to an attorney for collection.

Date: \_\_\_\_\_





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**Estimated Cost**

Project specifications, bid solicitation, meeting with Owner, subcontractors and suppliers to review specs and finishes	\$4,500.00
Administrative support and supplies	<u>\$1,500.00</u>
GMP (Guaranteed Maximum Price)	\$6,000.00

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McNeil Sheet Metal  
Sunapee Flooring  
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